

Operating Engineers Local Union 501, International Union of Operating Engineers, AFL-CIO (Peterson Manufacturing Co., Inc.) and Gabriel Mejia

Operating Engineers Local Union 501, International Union of Operating Engineers, AFL-CIO (Baker Commodities, Inc.) and William F. Ames. Cases 21-CB-8330 and 21-CB-8362

30 March 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS
ZIMMERMAN AND DENNIS

On 7 November 1983 Administrative Law Judge Jerrold H. Shapiro issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,¹ and conclusions² and to adopt the recommended Order.³

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Operating Engineers Local 501, International Union of Operating Engineers, AFL-CIO, Los Angeles, California, its officers, agents, successors, and assigns, shall take the action set forth in the Order, except the attached notice is substituted for that of the administrative law judge.

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

² The consolidated amended complaint alleges and the parties agree that, in the normal course and conduct of their business, Employers Baker Commodities, Inc., and Peterson Manufacturing Co., Inc., each annually sells and ships goods and products valued in excess of \$50,000 directly to customers located outside the State of California, and each also annually purchases and receives goods and products valued in excess of \$50,000 directly from suppliers located outside the State of California. Accordingly, Baker Commodities, Inc., and Peterson Manufacturing Co., Inc., are employers engaged in commerce within the meaning of Sec. 2(2), (6), and (7) of the Act.

³ We have modified the judge's notice to conform with his recommended Order.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT charge, fine, suspend from membership, or otherwise discipline Gabriel Mejia or William F. Ames or any other supervisor of Peterson Manufacturing Company, Inc., or Baker Commodities, Inc., for performing supervisory duties or, at most, minimal rank-and-file work behind a union picket line.

WE WILL NOT in any like or related manner restrain or coerce Peterson Manufacturing Company, Inc., or Baker Commodities, Inc., in their selection of representatives for the purpose of collective bargaining or the adjustment of grievances.

WE WILL rescind the fines levied against Gabriel Mejia and William F. Ames and expunge all records from our files of the charges, trials, fines, and suspensions of membership levied against them.

WE WILL reinstate Gabriel Mejia and William F. Ames as members in good standing, and make them whole for any losses they may have incurred because of our actions in indefinitely suspending them from membership, with interest.

WE WILL advise Gabriel Mejia and William F. Ames in writing that we have taken the above action.

OPERATING ENGINEERS LOCAL
UNION 501, INTERNATIONAL UNION
OF OPERATING ENGINEERS, AFL-
CIO

DECISION

STATEMENT OF THE CASE

JERROLD H. SHAPIRO, Administrative Law Judge. This proceeding, in which a hearing was held on June 1, 1983, is based on a consolidated amended complaint issued by the General Counsel of the National Labor Relations Board on May 13, 1983, and on unfair labor practice charges filed against Operating Engineers Local Union 501, International Union of Operating Engineers, AFL-CIO, herein called the Respondent, by Gabriel Mejia on February 10, 1983, in Case 21-CB-8330 and by William Ames on March 14, 1983, in Case 21-CB-8362. The consolidated amended complaint alleges that Mejia and Ames are supervisors within the meaning of Section 2(11) of the National Labor Relations Act, herein called the Act, and representatives of their respective employ-

ers for purposes of collective bargaining or the adjustment of grievances and further alleges that the Respondent violated Section 8(b)(1)(B) of the Act by fining and suspending Mejia's and Ames' membership in the Respondent because they crossed a picket line to perform supervisory and/or managerial work. The Respondent filed an answer denying the commission of the alleged unfair labor practices.¹

On the entire record, from my observation of the demeanor of the witnesses, and having considered the posthearing briefs, I make the following

FINIDNGS OF FACT

I. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Evidence*

1. Background

Peterson is engaged in the processing of tallow and bone meal from beef scraps and operates a plant in Los Angeles, California. Mejia is employed as a chief engineer in Peterson's Los Angeles plant. Baker is engaged in the manufacture, as well as the buying and trading, of animal fats and proteins. Like Peterson, Baker operates a plant in Los Angeles. Ames has been employed as a chief engineer in Baker's Los Angeles plant.

The employees employed by Peterson and Baker at their Los Angeles plants are represented by several labor organizations, including the Respondent and Teamsters Local 63. The Respondent represents the engineers who maintain and operate the employers' boilers and maintain the employers' machinery. During the time material herein the Respondent was a party to separate but identical collective-bargaining contracts with Peterson and Baker covering these engineers, including Gabriel Mejia and William Ames, who were members of the Respondent.

In October 1982 Teamsters Local 63, the labor organization which represents the truckdrivers employed by Peterson and Baker at its Los Angeles plants, struck and picketed these facilities. The strike, which lasted 2 weeks, was a lawful economic strike. The Respondent supported the strike and, except for Mejia and Ames, all of its members employed in the Los Angeles plants of Peterson and Baker honored the picket line. They refused to work for the duration of the strike, except for Mejia and Ames who crossed the picket line and went to work.

Following the end of the strike charges were filed with the Union by other members of the Respondent against Mejia and Ames alleging that Mejia and Ames had violated the Respondent's constitution and bylaws by working despite Teamsters Local 63's picket line. After having afforded Mejia and Ames a chance to

defend themselves against these charges, the Respondent in March 1983 judged them guilty as charged and they were each fined by the Respondent the sum of \$1000 and suspended indefinitely from membership.²

2. Gabriel Mejia

Mejia, Peterson's chief engineer, is in charge of the boiler operators and maintenance mechanics employed at that company's Los Angeles plant. He has the authority to hire and fire the employees in this department and, in fact, has hired two maintenance mechanics. Each day Mejia assesses and assigns the maintenance mechanics' work and decides when it is necessary for the boiler operators or maintenance mechanics to work overtime and maintains records of their overtime so that he may assign it as equally as practicable in accordance with the provisions of the collective-bargaining contract. He also maintains a seniority roster and it is his responsibility to be sure that all layoffs and recalls in his department accord with seniority. Mejia is authorized to grant the employees in his department time off and in fact does so. Mejia has his own office and spends approximately 60 percent of his worktime in the office and the other 40 percent "around the company" observing whether the employees are doing their assigned work. He independently issues written disciplinary warnings to the employees.

Peterson's collective-bargaining contract with the Respondent includes a multistep grievance procedure which provides that employees' grievances will be initially adjusted between the Respondent's steward and Peterson's plant superintendent or another "designated Employer representative." Mejia's undenied and credible testimony is that with respect to the engineers in his department that Mejia has been designated as the employer representative to meet with the Respondent's steward to adjust the employees' grievances at the first step of the grievance procedure and that Mejia also participates as a company representative at grievance meetings with representatives of the Respondent at the later stages of the grievance procedure.

Normally seven boiler operators and maintenance mechanics work under Mejia's supervision of the day shift. All seven of these workers honored the picket line during Teamsters Local 63's 2-week strike. They were replaced for this period by six workers, five of whom were transferred from Peterson's other facilities where they performed similar work. The sixth replacement was Plant Superintendent Diaz who for the duration of the strike, on the day shift, maintained and operated the plant's boiler instead of performing his usual duties as superintendent, inasmuch as he possessed a license to do this type of work.

Mejia testified that during the strike he did not perform any work that would normally have been done by striking employees. Rather, he continued to do his regular duties not normally done by the rank-and-file workers. During the strike Mejia spent less time assigning work

¹ The Respondent's answer admits that it is a labor organization within the meaning of Sec. 2(5) of the Act. Also the Respondent stipulated that the employers involved in these cases, Peterson Manufacturing Co., Inc., herein called Peterson, and Baker Commodities, Inc., herein called Baker, are engaged in commerce within the meaning of Sec. 2(6) and (7) of the Act and meet the National Labor Relations Board's applicable discretionary jurisdictional standard. I therefore find that the assertion of the Board's jurisdiction in these cases will effectuate the policies of the Act.

² The Respondent afforded Mejia and Ames an opportunity to appeal this verdict to the general executive board of the Respondent's parent organization, but Mejia and Ames chose not to do so. Instead they filed the unfair labor labor practice charges herein.

and discontinued keeping attendance and there were no grievances for him to adjust. Mejia further testified during the strike there was less work for him to do than prior to the strike because there was less work than usual for his department during this period and that because of this he was able to spend some of his time simply reading.

3. William Ames

As a chief engineer, Ames is in charge of employees employed in departments 11, 13, and 81 at Baker's Los Angeles plant. Department 13 repairs production machinery, department 11 maintains the production machinery, and department 81 builds production machinery and installs this machinery in the Respondent's Los Angeles as well as its other plants.

Ames normally does not engage in any of the physical work associated with the departments he supervises; he does not work with the tools. Normally he establishes the departments' daily work priorities and schedules and assigns the work to the employees in department 11 and 13. In regard to department 81, Ames oversees the completion of all construction projects and directs the installation of the finished machinery at Baker's other facilities. He determines which employees will work on the installation projects, the number of shifts to be established, and which employees will work on a given shift. Ames, who normally accompanies the employees on installation projects, is the sole person in charge at the installation site.

Ames has the authority to hire employees for all three of the departments he supervises. There has been no turnover in department 13 and 81 so Ames has not hired anyone of those departments, but he has hired approximately six employees in department 11. He was also instrumental in firing Al Temple, the only engineering employee fired in the last 13 years. Ames also grants time off to the employees in his departments.

Ames maintains a seniority roster for his departments and sees that layoffs and recalls are made in accordance with that roster.

Baker's collective-bargaining contract with the Respondent includes a multistep grievance procedure which provides that employees' grievances will be initially adjusted by the Respondent's steward and Baker's plant superintendent or another "designated Employer representative." Ames undenied and credible testimony is that with respect to the engineers in his departments that Ames has been designated as the employer representative to meet with the Respondent's steward to adjust the employees' grievances at the first step of the grievance procedure and that if Ames fails to adjust a grievance with the steward at the initial step then Ames also participates as a company representative at grievance meetings with representatives of the Respondent at the later stages of the grievance procedure.

Immediately prior to the start of Teamsters Local 63's 2-week strike, Baker's management instructed Ames and its other supervisory personnel that they were expected to cross the Teamsters' picket line, but warned them that they were to do only their normal supervisory duties and

to avoid performing work normally done by the striking employees.

Ames normally works on the day shift from 7 a.m. to 3 p.m. and normally has five engineers, including an assistant chief engineer, under his supervision. During the strike he worked from 7 a.m. to 7 p.m. All five of the engineers who had been working under his supervision prior to the strike honored the picket line and were replaced by one maintenance engineer who was transferred by Baker from one of its other facilities where he had been performing similar work.

Ames testified that this one engineer was able to perform whatever maintenance work needed to be done inasmuch as the plant's operations were substantially less than normal during the strike and that because of this Ames spent more time than usual in his office and just talking.³ Ames further testified that during the strike, other than using a torch to remove a piece of metal from a cooker, that he did not perform any work which normally would have been done by one of the striking employees. The record establishes that it took Ames approximately 20 to 30 minutes to remove the piece of metal from the cooker.

B. Analysis and Conclusionary Findings

Section 8(b)(1)(B) of the Act makes it an unfair labor practice for a labor organization to restrain or coerce "an employer in the selection of his representatives for the purpose of collective bargaining or the adjustment of grievances." In *American Broadcasting Cos.*,⁴ the Supreme Court held that a union violated Section 8(b)(1)(B) of the Act by disciplining supervisor-members who crossed a picket line during a strike in order to perform only their regular supervisory duties, including the adjustment of grievances. But in *American Broadcasting Cos.* the Supreme Court noted, in footnote 23, that it was not presented in that case with a situation where a supervisory-member, in addition to performing his regular supervisory duties, also performed rank-and-file work during the strike. The Board in *Typographical Union 101 (Washington Post)*, 242 NLRB 1079, 1080 (1979), held that a respondent union did not violate Section 8(b)(1)(B) by disciplining supervisor-members who engaged in the performance of more than a minimal amount of rank-and-file work during a strike. In this respect the Board stated: "When a supervisor-member has performed a more than a minimal amount of rank-and-file work during the period of the employer-union dispute, subsequent union discipline for performing such work cannot give rise to a violation of Section 8(b)(1)(B)."

In the instant cases the record, as described in detail supra, establishes that Mejia and Ames are supervisors within the meaning of Section 2(11) of the Act and are representatives of their respective employers for the purpose of adjusting employees' grievances under the grievance procedure set forth in the contract between the Respondent and their respective employers. Mejia's and

³ Ames testified that he worked a longer work shift during the strike as a safety precaution, not because of any extra work.

⁴ *American Broadcasting Cos. v. Writers Guild*, 437 U.S. 411 (1978).

Ames' status as statutory supervisors who are authorized to adjust employees' grievances in the normal performance of their supervisory duties is not contested by the Respondent. I therefore find that Mejia and Ames are representatives of their respective employers for purpose of collective bargaining or the adjustment of grievances, within the meaning of Section 8(b)(1)(B) of the Act.

The Respondent in its posthearing brief raises as the sole defense to the allegations of the complaint that Mejia and Ames performed rank-and-file work during the strike herein, thus the Respondent was privileged to discipline them. I shall now evaluate this defense.

1. Gabriel Mejia

In support of its contention that Mejia performed rank-and-file work during the strike the Respondent points to the following: The testimony of boiler operator James Dominy that on the first day of the strike that he was told by a butcher, who had worked in the plant that day, that the butcher's first job that day was to help Mejia "unplug a press"; the fact that Mejia knew that a piece of metal had caused one of the filling machines to break down during the strike warrants and inference that he must have assisted in repairing this machine; and since all of the engineers under Mejia's supervision supported the strike, this, plus the fact that during the strike Mejia spent less time than usual doing certain of his supervisory functions, warrants the inference that he must have performed rank-and-file work. I am of the opinion for the reason set forth that the Respondent's aforesaid contentions fail to warrant the inference that Mejia performed rank-and-file work during the strike.

Dominy's testimony was unreliable inasmuch as it was not based on his personal observation, by on what someone else told him allegedly took place.⁶ Mejia credibly denied having helped anyone unplug a press during the strike. Indeed Mejia testified with evident sincerity that during the first day of the strike while he was at work that the presses were not even operating.

Regarding Mejia's knowledge that a piece of metal had damaged a milling machine, this hardly warrants the inference that Mejia, rather than a rank-and-file worker, repaired the machine. Indeed Mejia, who supervised the day shift, credibly testified that the damaged machine in question was repaired by personnel who worked on the night shift.

Lastly the Respondent's contention that Mejia must have performed rank-and-file work because all of the rank-and-file workers under his supervision stayed away from work and supported the strike is not warranted be-

cause, as described in details supra, seven engineers who usually worked under Mejia's supervision were replaced by six engineers during the strike. This, plus the fact that there was less work for the engineers to do during the 2-week strike, warrants an inference that Mejia, rather than performing rank-and-file work during the strike, performed no rank-and-file work during that period. I also note that when Mejia testified that during the strike that he did not perform any work that would normally have been done by striking employees that he impressed me demeanorwise as a sincere and reliable witness. As described supra, there is insufficient evidence in the record to impugn his testimony.

Based on the foregoing I find that during the 2-week strike herein that Mejia did not perform any of the work usually performed by rank-and-file employees, but performed only his normal supervisory duties. I therefore find that the Respondent violated Section 8(b)(1)(B) of the Act by finding and suspending Mejia from membership because Mejia crossed Teamsters Union 63's picket line to perform his supervisory functions during a strike, where, as here, the record establishes that Mejia is a representative of his employer for the purposes of collective bargaining or the adjustment of grievances.

2. William Ames

The sole direct evidence of Ames performing rank-and-file work during the strike in his spending between 20 and 30 minutes cutting a piece of metal out of a cooker, a task normally performed by a rank-and-file employee. This conduct, standing alone, is de minimis inasmuch as the strike lasted 2 weeks. Since a union may not discipline a supervisor-member for working during a strike unless the rank-and-file unit work the supervisor performed is more than minimal *Typographical Union 101* (Washington Post), 242 NLRB 1079, 1080 (1979), the question presented for decision is whether Ames in addition to his work on the cooker performed other rank-and-file unit work during the strike.

The Respondent relies on the testimony of union steward Bill Shipman as evidence of further rank-and-file work performed by Ames during the strike. Shipman testified that he was told by an unidentified engineer that during the strike Ames asked him how to correct an electrical problem in the grinding department. The Respondent apparently contends that, since Ames asked for this information, Ames must have made the repairs himself. I disagree. It is just as likely, if not more then likely, that a rank-and-file worker on either Ames' work shift or the night shift made the repairs.

Lastly the Respondent points to the fact that Ames worked a 12-hour shift during the strike rather than his usual 8-hour shift, that his duties as a supervisor were reduced because he did not have to make out attendance reports or supervise the construction crew, and that there was only one rank-and-file worker under Ames' supervision during the strike, whereas normally he supervises five workers. From this set of facts the Respondent asked that I draw the inference that Ames must have performed more than a de minimis amount of rank-and-file work during the strike. I disagree. Any such infer-

⁶ I allowed this evidence into the record not for the truth of the matters contained therein, but only to shed light on the Respondent's motivation in disciplining Mejia. I erred in this respect because in determining whether a union violates Sec. 8(b)(1)(B) of the Act, the union's good faith or motivation in imposing discipline is immaterial. See *NLRB v. Sheet Metal Workers*, 477 F.2d 675, 677 (5th Cir. 1973) (in finding that the union violated Sec. 8(b)(1)(B), the court held that the union's "good faith in imposing discipline was immaterial"); and *Carpenters (Skippy Enterprises)*, 211 NLRB 222, 227 (1974) ("Respondent's good faith is not involved, for the test of restraint and coercion under Section 8(b)(1)(B) turns not on the union's motive, but on whether the union engaged in conduct which . . . tends to restrain or coerce employers within the intent of that section").

ence is offset by the fact that Ames was specifically instructed by management not to perform rank-and-file work during the strike, by the fact that Ames testified in effect that the one replacement engineer was able to perform whatever maintenance work needed to be done inasmuch as the plant's operations were substantially less than normal during the strike and that because of this Ames spent a great deal of his time in his office and just talking, and by the fact that Ames testified that he worked the longer shift during the strike as a safety precaution, not because of any additional work.

Based on the foregoing I find that during the 2-week strike herein that Ames, other than performing a de minimis amount of work usually performed by the rank-and-file employees, performed only his normal supervisory duties. I therefore find that the Respondent violated Section 8(b)(1)(B) of the Act by finding and suspending Ames' membership because Ames crossed Teamsters Local 63's picket line to perform his supervisory functions during a strike, where, as here, the record establishes that Ames is a representative of his Employer for the purposes of collective bargaining or the adjustment of grievances.

CONCLUSIONS OF LAW

By finding and suspending from membership Gabriel Mejia and William Ames for crossing a union picket line in order to perform their regular supervisory duties during a strike, the Respondent engaged in unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(B) of the Act.

THE REMEDY

Having found that the Respondent has engaged in the aforesaid unfair labor practices I shall recommend that it cease and desist therefrom and take certain affirmative action which will effectuate the policies of the Act, including the rescission of Mejia's and Ames' indefinite suspensions of membership. The Respondent, citing *Writers Guild*, 217 NLRB 957, 971 (1975), urges that the rescission of Mejia's and Ames' membership suspensions is not warranted absent "extraordinary circumstances," not present in their cases. In *Writers Guild* the Board found that a union violated Section 8(b)(1)(B) by fining and suspending from membership supervisor-members for crossing a picket line to perform their usual supervisory duties during a union strike. In remedying this unfair labor practice the Board, without comment, adopted the administrative law judge's remedy which provide, among other things, that the illegal suspensions of membership be revoked. In connection with this portion of the remedy the judge stated, "in the ordinary case I would be loath to hold that a union may not suspend or expel a member who worked during a legal strike," but noted that there existed special circumstances in that case which justified a remedy which would require the union to rescind the illegal suspensions of its supervisor-members. This portion of the judge's decision, affirmed by the Board without comment, was not supported by existing or subsequent Board law. Both before and after the *Writers Guild* decision whenever the Board has held that the

suspension of a supervisor's union membership constituted restraint or coercion within the meaning of Section 8(b)(1)(B) of the Act,⁶ the Board has consistently remedied the unfair labor practice by ordering the respondent union to rescind the supervisors' suspension or expulsion from membership and has done so absent a showing of special circumstances; indeed, other than the judge's comments in *Writers Guild* the Board has not indicated the necessity for a showing of special circumstances before it will impose this remedy in 8(b)(1)(B) cases.⁷ This is not surprising because where a union has been found guilty of violating Section 8(b)(1)(B) by expelling a supervisor-member it is obvious that the only meaningful remedy is to restore the status quo ante by ordering the union to rescind its illegal action.⁸ It is for these reasons that I am of the opinion that I am not bound by the statements of the judge in *Writers Guild*, relied on by the Respondent, concerning the inappropriateness of this remedy absent special circumstances, and I further find that in order to effectuate the policies of the Act it is appropriate that, among other things, I restore the status quo ante by rescinding the illegal indefinite suspension of Mejia's and Ames' membership.

On the foregoing findings of facts and conclusions of law and on the entire record, I issue the following recommended⁹

ORDER

The Respondent, Operating Engineers Local Union 501, International Union of Operating Engineers, AFL-CIO, Los Angeles, California, its officers, agents, and representatives, shall

1. Cease and desist from

⁶ The Respondent does not contend that a union's suspension of its supervisors' membership is not the type of conduct which constitutes "restraint" or "coercion" as those terms are used in Sec. 8(b)(1)(B) of the Act. In any event, the law is settled that this type of conduct constitutes "restraint" or "coercion" as those terms are used in Sec. 8(b)(1) of the Act. See *Dallas Mailers Local 143 (Dow Jones)*, 181 NLRB 286 (1970), enf'd. 445 F.2d 730 (D.C. Cir. 1971). See also *American Broadcasting Cos. v. Writers Guild*, 437 U.S. 411, 436-437 (1978).

⁷ See, e.g., *Dallas Mailers Local 143 (Dow Jones)*, 181 NLRB 286 (1970); *Meat Cutters Local 81 (Safeway Stores)*, 185 NLRB 884 (1970); *Sheet Metal Workers Local 361 (Langston & Co.)*, 195 NLRB 355 (1972); *Electrical Workers IBEW Local 73 (Chewelah Contractors)*, 231 NLRB 809 (1977); and *Electrical Workers IBEW Local 323 (Drexel Properties)*, 255 NLRB 1395 (1981).

⁸ The administrative law judge in *Writers Guild* offered no reason for stating in effect that in 8(b)(1)(B) cases where a supervisor-member has been illegally restrained or coerced by being suspended from union membership that it would be inappropriate, absent special circumstances, to restore the status quo ante by rescinding the illegal suspension. I can only surmise that this position was based on the erroneous assumption that Sec. 8(b)(1)(B) does not reach internal disciplinary measures against union members (see *San Francisco-Oakland Mailers Union 18 (Northwest Publications)*, 172 NLRB 2173 (1968)), or by the further erroneous assumption that the suspension or expulsion from membership of a supervisor-member does not constitute restraint or coercion within the meaning of Sec. 8(b)(1)(B) of the Act. See *Dallas Mailers Local 143*, supra, enf'd. 445 F.2d 730 (D.C. Cir. 1970).

⁹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Preferring charges against, fining, suspending from membership, or otherwise disciplining Gabriel Mejia or William F. Ames or any other supervisor of Peterson Manufacturing Co., Inc. or Baker Commodities, Inc. for performing supervisory duties or, at most, minimal rank-and-file work behind a union picket line.

(b) In any like or related manner restraining or coercing Peterson Manufacturing Co., Inc. or Baker Commodities, Inc. in the selection of their representatives for the purposes of collective bargaining or the adjustment of grievances.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Rescind and expunge all records of the charges, trials, fines, or suspensions levied against Gabriel Mejia and William F. Ames for performing supervisory duties or, at most, minimal rank-and-file work behind the Teamsters Local No. 63's picket line.

(b) Reinstate Gabriel Mejia and William F. Ames as members in good standing of Operating Engineers Local Union 501.

(c) Make Gabriel Mejia and William F. Ames whole for any losses they may have suffered by reason of Operating Engineers Local Union 501's action in indefinitely suspending them from membership in Local 501, with interest computed in the manner provided in *Florida Steel Corp.*, 231 LRB 651 (1977). See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

(d) Advise Gabriel Mejia and William F. Ames in writing that it has taken the action required in (a) thru (c) above.

(e) Post at its business office, union hall, or any places where its members copies of the attached notice marked "Appendix."¹⁰ Copies of the notice, on forms provided by the Regional Director for Region 21, after being signed by an authorized representative of Local 501, shall be posted by it immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by Local 501 to ensure that the notices are not altered, defaced, or covered by any other material.

(f) Furnish the Regional Director for Region 21 signed copies of such notice for posting by Peterson Manufacturing Co., Inc. and Baker Commodities, Inc., if willing, at their Los Angeles, California plants in places where notices to employees are customarily posted.

(g) Notify said Regional Director in writing 20 days from the date of this Order what steps the Respondent has taken to comply.

¹⁰ If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."